County of San Bernardino

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STANDARD CONTRACT

FOR COUNTY USE ONLY

x New / Change / Cancel	Vendor Code	SC	Dept.	A	Contract Number	
County Department: Arrowhead Regional Medical Center		Dept.	Orgn.		Contractor's License No.	
County Department Contract Representative: Mark H. Uffer, Director		Telephone: 580-6150			Total Contract Amount: Varied	

Contract Type: ☐ Revenue ☐ Encumbered ☒ Unencumbered ☐ Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
	9/9/03			

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
EAD	MCR	MCR	200	2445		Varied

Project Name: Primary Care Services to CMSP Patients

Contract Type – 2(b)

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name: Jason Butros, M.D., Inc. Hereinafter called Provider

Address: 1267 West 7th Street

Upland, CA 91768

Telephone: (626) 798-8929 Federal ID No. or Social Security No.:

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WHEREAS, County has a legal obligation to provide "medically necessary services" to "medically indigent adults", as that term is defined and more particularly set forth in this Agreement (hereinafter referred to as "eligible person"), in accordance with Welfare and Institutions Code Sections 14000 et seq; and

WHEREAS, outpatient primary care services, as defined in Attachment A, are a component of such medically necessary services; and

WHEREAS, Provider is a medical corporation organized under the Medical Professional Corporation laws of the State of California and is equipped, staffed and prepared to provide primary care medical services; and

WHEREAS, Provider is willing to provide, for and in consideration of the payments provided for under this Agreement and upon the conditions hereinafter set forth, primary care medical services to eligible persons; and

WHEREAS, the parties desire to provide a full statement of their respective rights and responsibilities in connection with the provision or arrangement for primary care medical services to eligible persons by Provider during the term of this Agreement; and

WHEREAS, this Agreement is authorized by the provisions of Health and Safety Code Section 1451;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.01 "Primary care medical service" is defined, for purposes of this Agreement, as those outpatient medical services described in Attachment A, which is incorporated herein by reference.

1.02 "Eligible person" is defined to be, for purposes of this Agreement, a person who meets the following conditions:

A. Said person is determined eligible to receive medical services pursuant to eligibility rules and regulations adopted by the San Bernardino County Board of Supervisors from time to time, and requires the medical services from Provider which are described in Attachment A.

1.03 Term of Eligibility. An eligible person shall be eligible to receive primary care medical services as defined in 1.01 above for a period of up to 12 months from the date such person was determined eligible under 1.02 above, and must thereafter have eligibility re-determined.

1.04 "Claim" is defined to be, for purposes of this Agreement, a report of services provided, filed by a Provider in an agreed upon format, standard within the industry.

1.05 "Capitation" is defined as the sum of the monthly prepayment paid to the Provider for each eligible person in the Provider's panel. The capitation is full monthly payment for primary care medical services covered under this Agreement.

ARTICLE II

PROVIDER'S OBLIGATIONS

Provider will:

2.01 Provide primary care medical services as defined in Attachment A to eligibles assigned to Jason Butros, M.D., Inc. (Clinic) on those days and during those hours dictated by County. Provider may provide services to "non-County" (i.e., private) patients at the Clinic under circumstances which do not conflict with days and times assigned for services to "eligible persons" described hereinabove. Provider agrees to advise non-County patients that Provider is not an agent or employee of County and will obtain the signature of non-County patients on the form attached as Exhibit I hereto and provide a copy to County of such signed form for each non-County patient served by Provider. Provider further agrees that Article VII of this Agreement applies to services rendered by Provider to non-County patients.

2.02 Employ or otherwise provide at its expense physicians, physician extenders and support staff in adequate numbers to provide services. This is inclusive of on-call, after-hours triage call-nurse coverage on a 24-hour, and 7 days a week basis. Except for an initial triage evaluation, Provider is not required to provide emergency services or transportation to patients requiring emergency hospitalization.

2.03 Evaluate a new applicant, make a preliminary determination of eligibility according to the standards in effect at the time of the application and provide the indicated services, if applicant is apparently eligible at the time.

2.04 Provide follow up services to applicants referred from the Medical Center whose application is pending and who present verification of pendency.

2.05 Maintain all licenses and permits required by governmental and other regulatory agencies.

2.06 Operate its program in compliance with the policies and procedures of the Plan as are in effect at the time service is provided. Provider acknowledges that County may modify the policies and procedures during the term of the Agreement and that such modifications will be binding upon the Provider.

2.07 Schedule appointments within two (2) weeks of request for routine services, one (1) week for urgent services, and two (2) business days for emergent services.

2.08 Agree that its obligation to provide primary care medical services to eligible persons is subject to the following conditions:

A. Provider is not required to provide primary care medical services which are not authorized to be performed by Provider under its State license.

B. Provider is not required to provide primary care medical services which cannot be properly provided by Provider due to lack of facilities, equipment, and/or staff, both professional and non-professional. These primary care medical services are more specifically described as, but are not expressly limited to, all services outside the scope of Family Practice.

2.09 Provider will hire appropriate business support staff and allow for training of such staff as set forth in Paragraph 3.08. Provider will process CMSP paperwork for eligibles per CMSP requirements.

2.10 Provider will furnish supplies and maintain medical and non-medical equipment necessary for provision of all services to benefit of CMSP eligibles.

ARTICLE III

COUNTY OBLIGATIONS

County will:

3.01 Define the catchment area for the Provider.

3.02 Provide specialty outpatient service, emergency care, inpatient care and ancillary services as applicable to enrollees assigned to Provider.

3.03 Make the final determination of an applicant's eligibility and notify Provider within ten (10) business days of receipt of the application.

3.04 Provide and maintain a manual of operating policies and procedures for Provider's use.

3.05 Collect from eligible persons their share of cost for each month in which the enrollee receives medical services covered under the Plan from any authorized Provider.

3.06 Notify Provider of any enrollee who ceases to be eligible for coverage for any reason.

3.07 The obligations of the County under this Agreement are contingent upon allocations of funds. In the event that funding is discontinued or reduced, either party shall have the right to immediately terminate this Agreement as of the date the funding is reduced or terminated. The County Medical Services Plan Director shall, in accordance with Article XVII, Paragraph 17.01 of the Agreement, send written notification to Provider of such termination or reduction within 24 hours of said Director's receipt of notice that funds will be reduced or terminated.

3.08 County will provide staff to train Provider's business support staff for appropriate instructions for the application and eligibility process for the CMSP program on an on-going and as needed basis.

3.09 Provider agrees that charts/files maintained on eligible persons are the property of County.

ARTICLE IV

PAYMENT

4.01 Provider shall be paid at the agreed upon rate of $13.50 per member per month. An eligible person will be enrolled for up to twelve (12) months from the date of application unless such person ceases to be eligible for CMSP benefits or requests and is granted a change of primary care providers.

4.02 Provider will provide completed application forms to CMSP Administration within five (5) days of receipt of same. Applications will be obtained from eligibles as described in the Plan manual. Provider will provide monthly claims reports for each service to CMSP Administration on the designated form within thirty (30) days for the provision of service. Failure to submit such claims within sixty (60) days of the due date may result in the withholding of payment until the claims are received.

4.03 Provider will ensure that medical services rendered to a person applying for or enrolled in the Plan are not covered, in whole or in part, under any State or Federal Medical care program or under any other contractual or legal establishment, including, but not limited to, a private group, indemnification or insurance program, or worker's compensation liability of any third party. Provider will notify Plan Administration of any eligibles with third party coverage.

4.04 Provider will identify enrollees who may have eligibility for third party coverage. Provider will advise enrollee of potential eligibility and direct him/her to apply for such coverage. Provider will also notify Plan Administration of this potential eligibility.

4.05 Provider will attempt to collect for primary care medical services rendered to an eligible person from any known third party which may be liable for the cost of primary care medical services provided to eligible persons pursuant to this Agreement. Provider shall report any payments received under this Agreement to CMSP Administration.

4.06 In the event that Provider receives payment for services from an independent third party, County will be reimbursed by Provider for capitation payments for the applicable period, provided that the third party payments are equal to or exceed the capitation payments, and provided further that Provider may withhold reasonable billing costs not to exceed 15% from any reimbursement due County under this paragraph.

4.07 Provider shall be at risk for the entire cost of primary care medical services rendered to a person not found eligible by virtue of an incomplete eligibility application submitted by Provider, or by virtue of an application which shows the applicant to be ineligible.

4.08 Provider understands that the County is not obligated to pay for primary care medical services unless such primary care medical services are provided under the terms of this Agreement or unless the County has otherwise specifically authorized such medical services and has agreed to pay therefore.

ARTICLE V

MEDICAL REVIEW

5.01

A. The Medical Director of Arrowhead Regional Medical Center shall make all final decisions with respect to the inclusion of a service rendered to an eligible person as a reimbursable service under this Agreement. Provider may only bring denied claims before the Medical Director. It is the Provider's responsibility to submit any disputed claim to the Medical Director.

B. The Medical Director must render a decision on an appealed claim within thirty (30) days of receipt of said disputed claim.

C. The Medical Director may not review any disputed claim submitted later than sixty (60) days of the date of service to the patient.

D. Decision of the Medical Director is final and binding.

5.02 The Director of the County's Medical Services Plan will meet as needed with individuals representing entities contracting with County to provide services to eligible persons. The purpose of this meeting will be to discuss on-going problems related to the operation of the County Medical Services Plan.

ARTICLE VI

INDEPENDENT CONTRACTOR STATUS

6.01 Under the terms of this contract, the Provider is an independent contractor, and therefore neither the staff nor employees of the Provider are, nor shall they become, employees of the County. Provider staff and employees shall not be entitled to any rights, privileges or benefits provided to County employees.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

7.01 Indemnification – The Provider agrees to indemnify, defend and hold harmless the County and its authorized agents, officer, volunteers, and employees from any and all claims, actions, losses, damages and/or liability arising from Provider's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

7.02 Insurance – Without in any way affecting the indemnity herein provided and in addition thereto, the Provider shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

7.03 Worker's Compensation – A program of Worker's Compensation insurance or a state-approved Self-insurance Program in an amount and form the meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits, covering all persons providing services on behalf of the Provider and all risks to such persons under this Agreement.

7.04 Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000).

7.05(a) Errors and Omissions Liability Insurance – Combined single limits of $1,000,000 for bodily injury and property damage and $3,000,000 in the aggregate or

7.05(b) Professional Liability – Professional liability insurance with limits of at least one million dollars ($1,000,000) per claim or occurrence.

7.06 Additional Named Insured – All policies, except for the Worker's Compensation, Errors and Omissions and Professional Liability coverage, shall contain additional endorsements naming the County and its employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

7.07 Waiver of Subrogation Rights – Except for Professional Liability And Errors And Omissions Liability, Provider shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, volunteers, employees, contractors and subcontractors

7.08 Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

7.09 Proof of Insurance – Provider shall immediately furnish certificates of insurance to the County evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and shall maintain such insurance from the time Provider commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement the Provider shall furnish certified copies of the policies and endorsements.

7.10 Insurance Review – The above requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Provider agrees to execute any such amendment within thirty (30) days of receipt.

ARTICLE VIII

RECORD, AUDITS AND CONFIDENTIALITY

8.01

A. All records connected with the performance of this Agreement shall be retained by the parties for a period of four (4) years after final payment under this Agreement, or in the case of an audit commenced within such four (4) year period, until such audit is complete.

B. All records specified in this Article VIII shall be retained by the parties at a location in the County of San Bernardino as directed by the County; and for a period of four (4) years following final payment under this Agreement shall be made available, upon giving ten (10) days written notice in accordance with Article XVII, Paragraph 17.01 of this Agreement and during such party's normal business hours, to designated representative of the Auditor General of the State of California, the Department of Health Services of the State of California, the County, and such other agencies as may be entitled to request same.

8.02 The parties agree to maintain the confidentiality of all records, including billings and claims, in accordance will all applicable State and Federal statutes and regulations relating to confidentiality. The parties shall inform all of their officers, agents and employees of the requirements of this paragraph and the special requirements as to particular classes of records. Provider shall not further disclose any information received by it with regard to the identity of eligible persons receiving primary care medical services pursuant to the Agreement. County will maintain the confidentiality of patient medical records made available to it pursuant to this Agreement in accordance with the customary standards and practices of governmental third party payers.

8.03 Upon receipt of a written request from Provider, County shall provide to Provider a list of the report generated in connection with Provider's activities and retained by the County. Upon receipt of said list, Provider shall be entitled to request in writing from County any reports described in the list and in connection with Provider's activities. Upon receipt of written request from Provider, County shall distribute to Provider the requested reports. However, except as otherwise required by law, Provider shall not be entitled to any patient identifying information. Patient identifying information, for purposes of this Agreement, shall include, but not limited to, the name, address, social security number, authorization number, billing number, and check payment number, of the patient. Provider shall compensate County for any costs incurred by County in furnishing to Provider any special records, data, reports and information not contained in the list of reports.

ARTICLE IX

PATIENT TRANSFERS

9.01 In the event that an eligible person presents himself/herself at Provider's facilities and his or her medical condition requires emergency care, Provider shall arrange for appropriate transportation of the eligible person to the nearest hospital. In the event the patient requires specialty or inpatient care, Provider shall arrange for the eligible person to receive this medical care from facilities designated by the Director of the County Medical Service Plan.

ARTICLE X

DURATION AND TERMINATION

10.01 The effective date of this Agreement, except as otherwise provided herein, shall be September 9, 2003, and it shall remain in effect until terminated by the County or Provider in accordance with Article X, Paragraph 10.05 of the Agreement, except as provided in Article III, Paragraph 3.07, Article X, Paragraph 10.02, Article X, Paragraph 10.03, and Article XVIII of this Agreement.

10.02 Failure of Provider or County, or their officers, agents, or employees to comply with the terms of this Agreement shall constitute a material breach hereof and, in such circumstances, this Agreement may be terminated by either party to this Agreement by giving seven (7) days written notice, which notice shall be in accordance with Article XVII, Paragraph 17.01 of this Agreement.

10.03 County may terminate this Agreement at any time if Provider, its agents, subcontractors, or employees engage in, or there is reasonable justification to believe that Provider or such agents, subcontractors, or employees may have engaged in, a course of conduct which poses an imminent danger to the life or health of patients receiving or requesting care and services hereunder.

10.04 In the event of any termination of this Agreement, Provider shall be entitled to compensation for authorized primary care medical services under this Agreement through and including the effective date of such termination.

10.05 Either party may terminate this Agreement at any time by providing ninety (90) days written notice to the other party as set forth in Article XVII, Paragraph 17.01. Such notice is to be sent certified mail, return receipt requested or shall be delivered in person. Notice will be given to County before it is given to other Providers and/or staff at the Clinic and/or patients assigned to the Provider.

10.06 During the time between notice of intent to terminate and the effective date of the termination, Provider will continue to provide the full scope of agreed upon services to current enrollees and to those eligible individuals applying for enrollment.

10.07 The Provider will develop or plan for the secure long-term maintenance of and access to records as needed for patient care. Such plan will contain provision for subsequent providers to access and obtain copies of records, as appropriate, on a timely basis. This records access plan will be prepared and submitted to the CMSP Office at least sixty (60) days in advance of the final termination date.

ARTICLE XI

NONDISCRIMINATION IN SERVICES

11.01 Provider shall not discriminate in the provision of medical services because of race, religion, color, sex, national origin, age, or physical or mental handicap, in accordance with Title VI of the Civil Rights Act of 1964, 43 U.S.C., Section 2000(d), rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal Law. For the purpose of the Agreement, distinctions on the grounds of race, religion, color, sex, national origin, age, or physical or mental handicap include, but are not limited to, the following:

A. Denying an eligible person or providing to an eligible person any service or benefit which is different or is provided in a different manner or at a different time from that provided to other eligible persons under this Agreement.

B. Subjecting an eligible person to segregation or separate treatment in any matter related to his receipt of any service.

C. Restricting an eligible person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving a similar service or benefit.

D. Treating an eligible person differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided a similar service or benefit.

E. The assignment of times or places for the provision of services on the basis of race, religion, color, sex, national origin, age, or physical or mental handicap of the eligible person to be served.

ARTICLE XII

DELEGATION AND ASSIGNMENT

12.01 Provider shall not assign its rights or delegate its duties hereunder, or both, either in whole or in part, without the prior written consent of the County. Notwithstanding the foregoing, Provider may, without County's consent, assign some or all of its rights and/or delegate some or all of its duties hereunder to one or more entities formed to provide primary care services as stated in Paragraph 2.01 so long as such entities are controlled by Provider.

ARTICLE XIII

ALTERATION OF TERMS

13.01 The body of this Agreement fully express all understanding of the parties concerning all matters covered and shall constitute the total Agreement. No addition to or alteration of the terms of this agreement whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

ARTICLE XIV

RESPONSIBILITY FOR CARE

14.01 This agreement is not intended nor shall it be construed to affect, except as expressly provided for herein, County's or Provider's existing rights, obligations, and responsibilities with respect to care required by or provided to individuals other than eligible persons as defined in Article I, Paragraph 1.02 of the Agreement.

ARTICLE XV

SEVERABILITY

15.01 The provisions of the Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Agreement shall be effective and binding upon the parties.

ARTICLE XVI

FORCE MAJEURE

16.01 Neither party to this Agreement shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed to result, directly or indirectly, from Acts of God, civil or military authority, act of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other interruptions by either party's employees or any similar or dissimilar cause beyond the reasonable control of either party. In the aforesaid situations, and to the extent circumstances will permit, each party shall make good faith effort to perform its obligations under this Agreement.

ARTICLE XVII

NOTICE

17.01 Notices required or permitted to be given under this Agreement, except as otherwise specifically provided for herein, shall be in writing and may either be delivered personally or sent by registered mail in the United States Postal Service, return receipt requested, postage prepaid.

Notice to County shall be addressed as follows:

Director, San Bernardino County Medical Services Plan
Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324

Notice to Provider shall be addressed as follows:

Jason Butros, M.D., Inc.
1267 West 7th Street
Upland, CA 91768
Attn: Jason Butros, M.D.

17.02 Either party to the Agreement may change the address at which it wishes to receive notice by giving notice to other party in the manner set forth in Article XVII, Paragraph 17.01.

ARTICLE XVIII

FORMER COUNTY OFFICIALS

18.01 Provider agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Provider. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Provider. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. If during the course of the administration of this Agreement, the County determines that the Provider has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

ARTICLE XIX

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

19.01 Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Contractor shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Appendix I.

IN WITNESS WHEREOF, the parties have executed this Agreement.

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COUNTY OF SAN BERNARDINO

► _____

Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Jason Butros, M.D., Inc.
(Print or type name of corporation, company, contractor, etc.)

By: ► _____
(Authorized signature - sign in blue ink)

Name: _____
(*Print or type name of person signing contract)*

Title: _____
(Print or Type)

Dated: _____

Address: 1267 West 7th Street
Upland, CA 91768

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
►	►	►

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	**Keyed By**

County Counsel		Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	**Keyed By**

NOTIFICATION OF NON-AFFILIATION
WITH THE COUNTY OF SAN BERNARDINO AND
RELEASE OF ALL CLAIMS AS TO THE COUNTY OF SAN BERNARDINO

PLEASE BE ADVISED that Jason Butros, M.D., Inc., and anyone providing services on its behalf, are not agents or employees of the COUNTY OF SAN BERNARDINO and are not otherwise affiliated with the COUNTY with respect to the provision of medical services to you. The Undersigned, being of lawful age, does hereby agree as follows:

I, hereby, on behalf of myself, and for my executors, administrators, successors and assigns, release, acquit and forever discharge the COUNTY OF SAN BERNARDINO ("COUNTY") and its agents, servants, successors, administrators, and all other persons employed by, and its departments, from any and all claims, actions, causes of actions, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages and the consequences thereof resulting or to result from the provision of medical services by Jason Butros, M.D., Inc., and anyone providing services on its behalf, to the undersigned.

CAUTION: READ BEFORE SIGNING BELOW

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

DATE

PRINT NAME

SIGNATURE

SAN BERNARDINO COUNTY MEDICAL SERVICES PLAN
PRIMARY CARE SERVICES - DEFINITIONS

I. Office Based Services:

- Office Visits
- Preventative Health Care
- Venipuncture
- Supplies
- Immunizations (Tetanus & DPD only)
- Injections deemed medically necessary
- Special Services and Reports
- Office Rhythm Strip/EKG

II. Services include:

- Evaluation, diagnosis and treatment of illness and injury
- Routine patient education
- Interpretation of routine diagnostic tests
- Miscellaneous supplies required for provision of services
- Referral of patients for specialty care and/or ancillary services
- Telephone consultation with patients and physicians to whom patient is referred
- Telephone consultation and/or management of problems which occur outside of normal business hours
- Special services such as provision of records to other providers and preparation of reports
- Referring patients needing laboratory and radiology services to agencies designated by the Plan to provide these services (such agencies will bill Plan separately). Upon Provider's receipt of laboratory and radiology test results, Provider will provide necessary services as set forth hereinabove.

APPENDIX I

BUSINESS ASSOCIATE AGREEMENT

Except as otherwise provided in this Agreement, CONTRACTOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

I. Obligations and Activities of Business Associate.

a. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

b. Business Associate shall implement administrative, physical, and technical safeguards to:

   1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

   2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

c. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.

g. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity direct or agrees pursuant to 45 CFR 164.526, in the time an manner designated by the Covered Entity.

h. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

j. Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with provision (i), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

k. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

II. Specific Use and Disclosure Provisions.

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associated or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation service to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

III. Obligations of Covered Entity.

a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

IV. General Provisions.

a. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.

b. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.

c. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

d. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

e. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.